

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5	Page 1 of 57
2. Contract No.		3. Solicitation No. DAAE20-98-R-0040		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 08APR1998	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By ACALA AMSTA-AC-PCW-A ROCK ISLAND IL 61299-7630			Code W52H09	8. Address Offer To (If Other Than Item 7) ACALA ACQUISITION CENTER ATTN AMSTA-AC-PCC P O BOX 2008 ROCK ISLAND IL 61299-7630		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** AMSTA-AC-PCC BLDG 62 RCP AREA **until** 03:45 **(hour) local time** 1998APR23 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name TERRI MAPLE E-mail address: TMAPLE@RIA-EMH2.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309) 782-6096
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)			17. Signature
15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By
SCD PAS ADP PT		27. United States Of America (Signature of Contracting Officer)
26. Name of Contracting Officer (Type or Print)		28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-98-R-0040 MOD/AMD</p>	<p style="text-align: center;">Page 2 of 57</p>
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	01-JUL-1993

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2	52-201-4501	NOTICE ABOUT ACALA OMBUDSMAN	01-NOV-1995
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a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.

b. If you think that this solicitation:

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army ACALA
 AMSTA-AC-AP (OMBUDSMAN)
 Rock Island IL 61299-7630
 Toll Free: 1-888-782-6621 or Commercial: (309) 782-6621
 Electronic Mail Address: AMSTA-AC-AP@ria-emh2.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) ACALA solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

Name of Offeror or Contractor:

AS7006

352.211-4503INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL01-DEC-1997ACALASPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN

CLIN

CLIN

CLIN

PRICE \$

PRICE \$

PRICE \$

PRICE \$

(End of clause)

(AS7008)

LETTER, TACOM-ACALA, DATED 20 NOV 97, ATTACHMENT 01, IS INCORPORATED HEREIN.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0040 MOD/AMD	Page 4 of 57
Name of Offeror or Contractor:		

THERE IS NO TECHNICAL DATA FOR THIS PROCUREMENT. ITEMS ARE TO BE MANUFACTURED IN ACCORDANCE WITH THE SAME SPECIFICATIONS DELIVERED UNDER CONTRACT DAAA09-94-C-0310.

*** END OF NARRATIVE A002 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>	20	EA	\$ _____	\$ _____
	NOUN: RECEIVER - TRANSMITTER FSCM: S7040 PART NR: AY6706571-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 20 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201				
0002	<u>Supplies or Services and Prices/Costs</u>				
0002AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>	23	EA	\$ _____	\$ _____
	NOUN: ADAPTER POWER FSCM: S7040 PART NR: WA6706718-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 23 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	(W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201				
0003AA	<u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: REEL, CABLE FSCM: S7040 PART NR: AM6707950-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 37 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201	37	EA	\$ _____	\$ _____
0004	<u>Supplies or Services and Prices/Costs</u>				
0004AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: COMPUTER, BALLISTIC FSCM: S7040 PART NR: AY6706709-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 19 0210	19	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201				
0005AA	<u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: SIMULATOR, RADAR FSCM: S7040 PART NR: AY6706690-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 29 0210	29	EA	\$ _____	\$ _____
0006	FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201				
0006AA	<u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: CABLE ASSY FSCM: S7040 PART NR: WA6706717-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u>	30	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 30 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201				
0007	<u>Supplies or Services and Prices/Costs</u>				
0007AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: CABLE ASSY, SPEC FSCM: S7040 PART NR: WA6706719-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 31 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201	31	EA	\$ _____	\$ _____
0008	<u>Supplies or Services and Prices/Costs</u>				
0008AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: CABLE, COMMUNICATION FSCM: S7040 PART NR: WA6708180-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u>	21	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 21 0210 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W31GLY) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201				
0009AA	<u>Supplies or Services and Prices/Costs</u> PRODUCTION QUANTITY WITHOUT FIRST ARTICLE NOUN: CPDU POWER CABLE FSCM: S7040 PART NR: WA6709092-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0210 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W31GLY) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201	1	EA	\$ _____	\$ _____
0010	<u>Supplies or Services and Prices/Costs</u> PRODUCTION QUANTITY WITHOUT FIRST ARTICLE NOUN: CPDU TESTER FSCM: S7040	1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>PART NR: AY6708009-0</div> <div>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>001 1 0210</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(W31G1Y) CONSOL PROP OFF</div> <div>ANNISTON ARMY DEPOT</div> <div>ANNISTON AL 36201</div>				
0011	Supplies or Services and Prices/Costs				
0011AA	<div>QUANTITY WITHOUT FIRST ARTICLE</div> <div>NOUN: KEYBOARD CCA TESTER</div> <div>FSCM: S7040</div> <div>PART NR: AY6707957-0</div> <div>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>001 1 0210</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(W31G1Y) CONSOL PROP OFF</div> <div>ANNISTON ARMY DEPOT</div> <div>ANNISTON AL 36201</div>	1	EA	\$	\$
0012	Supplies or Services and Prices/Costs				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: MVP CIRCUIT CARD ASSY FSCM: S7040 PART NR: AY6706703-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 12 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201	12	EA	\$ _____	\$ _____
0013	<u>Supplies or Services and Prices/Costs</u>				
0013AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: ANTENNA TRANSCEIVER ASSY FSCM: S7040 PART NR: AY6706571-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 10 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201	10	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<u>Supplies or Services and Prices/Costs</u>				
0014AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: POWER SUPPLY CCA FSCM: S7040 PART NR: AY6706704-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 12 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201	12	EA	\$ _____	\$ _____
0015	<u>Supplies or Services and Prices/Costs</u>				
0015AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: SIMULATOR, RADAR FSCM: S7040 PART NR: AY6706690-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 10 0210 FOB POINT: Destination	10	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201				
0016	<u>Supplies or Services and Prices/Costs</u>				
0016AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>	3	EA	\$ _____	\$ _____
	NOUN: COMPUTER, BALLISTIC FSCM: S7040 PART NR: AY6706709-0 SECURITY CLASS: Unclassified				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 3 0210				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201				
0017	<u>Supplies or Services and Prices/Costs</u>				
0017AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>	10	EA	\$ _____	\$ _____
	NOUN: ANTENNA CABLE ASSY FSCM: S7040 PART NR: WA6706719-0 SECURITY CLASS: Unclassified				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 10 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201				
0018	<u>Supplies or Services and Prices/Costs</u>				
0018AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>	10	EA	\$ _____	\$ _____
	NOUN: POWER CABLE ASSY FSCM: S7040 PART NR: WA6706717-0 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 10 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201				
0019	<u>Supplies or Services and Prices/Costs</u>				
0019AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>	20	EA	\$ _____	\$ _____
	NOUN: COLLAR, RETAINING FSCM: S7040 PART NR: 950326-12 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 20 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201				
0020	<u>Supplies or Services and Prices/Costs</u>				
0020AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: WASHER, WAVY FSCM: S7040 PART NR: 950326-14 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 25 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201	25	EA	\$ _____	\$ _____
0021	<u>Supplies or Services and Prices/Costs</u>				
0021AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: SCREW, SET FOR COLLAR FSCM: S7040 PART NR: 950326-13 SECURITY CLASS: Unclassified	50	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 50 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201				
0022	<u>Supplies or Services and Prices/Costs</u>				
0022AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: HANDLE FSCM: S7040 PART NR: 950326-5 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 20 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201	20	EA	\$ _____	\$ _____
0023	<u>Supplies or Services and Prices/Costs</u>				
0023AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: SCREW, MACHINE	50	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FSCM: S7040 PART NR: 950326-6 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 50 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201				
0024	<u>Supplies or Services and Prices/Costs</u>				
0024AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NOUN: REEL FSCM: S7040 PART NR: 950328 SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 3 0210 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Y) CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON AL 36201	3	EA	\$ _____	\$ _____
0025	<u>Supplies or Services and Prices/Costs</u>				

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	01-DEC-1991

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE

(BA6700)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0040 MOD/AMD	Page 20 of 57
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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.248-4502 ACALA	VALUE ENGINEERING CHANGE PROPOSALS, ENGINEERING CHANGE PROPOSALS, WAIVERS AND DEVIATIONS	01-JAN-1997

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), Request for Waivers (RFWs), Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with MIL-STD-973 including Interim Change Notices 1, 2, and 3, as tailored on the Document Summary List, and the accompanying DD Form 1423, Contract Data Requirements List (CDRL).

(a) A contractor who developed the TDP shall submit ECPs in accordance with 5.4.2, RFDs in accordance with 5.4.3, and RFWs in accordance with 5.4.4 of MIL-STD-973.

(b) A contractor who did NOT develop the TDP shall submit ECPs in accordance with 5.4.8.2, RFDs in accordance with 5.4.8.3, and RFWs shall be submitted in accordance with 5.4.8.4 of MIL-STD-973.

(c) For each document affected by an ECP, the contractor shall submit a NOR in accordance with 5.4.7 of MIL-STD-973.

(d) If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received and time and date stamped first by AMSTA-AR-EDT-R will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(e) Duplicate VECPs which are received subsequently will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their or other contracts.

End of Clause

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
1	52.211-4502 ACALA	PACKAGING REQUIREMENTS	01-SEP-1997

(a) Packaging shall be in accordance with ASTM D 3951, revision 95, dated July 15, 1995. The unit package quantity shall be 001. Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Packaging, revision N, dated 97 MAY 15. Bar code requirements apply.

EXCEPTION: THE PACKAGING SHALL HAVE SUCCESSFULLY PASSED TEST LEVELS OF ASTM D 4169 FOR DISTRIBUTION CYCLE 18, ASSURANCE LEVEL I, ACCEPTANCE CRITERION 1 AND 2. THE TEMPERATE HIGH HUMIDITY ATMOSPHERE CONDITIONS OF ASTM D 4332 SHALL BE USED FOR ELEMENT 1 OF D 4169. THE WAREHOUSE STACKING HEIGHT SHALL BE 16 FT. THE SHIPPING UNIT SHALL BE THE UNIT PACK. TESTING SHALL BE WITNESSED BY THE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE. PACKAGED GROSS WEIGHT AND SIZE SHALL BE INCLUDED ON THE TEST REPORT AS WELL AS A DETAILED DESCRIPTION OF THE PACKAGING. THE CONTRACTOR IS EXEMPTED FROM TESTING IF OTHER DATA CAN BE PROVIDED (SEE PARA 5.6 OF MIL-STD-2073-1C) AND IS ACCEPTABLE TO THE GOVERNMENT. SIMILAR ITEMS DO NOT REQUIRE RETESTING.

(End of clause)

(DS6404)

2	52.247-4521 ACALA	UNITIZATION/PALLETIZATION	01-MAR-1988
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(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7203)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-16	RESPONSIBILITY FOR SUPPLIES	01-APR-1984
2	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	01-AUG-1996
3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)	01-APR-1984

(a) Definition. 'Contract date,' as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with the specification titled ANSI/ISO/ASQC Q9002 OR EQUIVALENT, in effect on the contract date, which is hereby incorporated into this contract.

(EF6001)

4	52.246-4528 ACALA	REWORK AND REPAIR OF NONCONFORMING MATERIAL	01-MAY-1994
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a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

5	52.246-4531	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	01-OCT-1996
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Name of Offeror or Contractor:

ACALA

a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ISO 10012-1.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C (Description/Specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as "Minor" require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as "Critical, Special, or Major" shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

e. Resubmission of AIE design documentation for approval on a follow-on contract is not required provided inspection characteristic parameter(s) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of Clause)

(ES7015)

6 52.246-4540 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2 CLAUSE 01-MAR-1997

a. The (CP)2 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2 certification process.

c. You may provide the following information relative to (CP)2 certification:

(1)____NOT CERTIFIED

(2)____CERTIFIED

(i)_____DATE OF CERTIFICATION

(ii)_____CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Statistical Process Control (SPC) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical or "special."

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Name of Offeror or Contractor:

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the ''Acceptance Inspection Equipment (AIE)'' clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for ''critical'' or ''special'' characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2 agreement between the Government and the Contractor.

End of Clause

(ES7016)

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-17	GOVERNMENT DELAY OF WORK	01-APR-1984
2	52.247-34	F.O.B. DESTINATION	01-JAN-1991
3	52.247-48	DELETED 17 MAR 98 AND REPLACED BY FF7007, F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (DEVIATION)	01-JUL-1995
4	52.211-16	VARIATION IN QUANTITY	01-APR-1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

5	52.247-4531 ACALA	COGNIZANT TRANSPORTATION OFFICER	01-MAY-1993
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(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
1	52.232-4503 ACALA	CONTRACTOR'S REMITTANCE ADDRESS	01-AUG-1994

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name_____

Address_____

City & State_____

(End of Clause)

(GS7015)

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	Regulatory Cite	Title	Date
1	(52.246-4500 ACALA)	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	01-MAR-1988

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

- Purchasing Office

Director
 Armament and Chemical Acquisition and Logistics Activity
 ATTN: AMSTA-AC-PCW-A/TERRI MAPLE
 Rock Island, IL 61299-7630

- FMS/MAP copies: N/A

(End of clause)

(HS6502)

2	252.217-7026 DFARS	IDENTIFICATION OF SOURCES OF SUPPLY	01-NOV-1995
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(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National	Commercial	Source of Supply			Actual
Items	Stock	Item	Company	Address	Part No.	Mfg
(1)	Number	(Y or N)	(4)	(4)	(5)	(6)
(2)	(3)					
_____	_____	_____	_____	_____	_____	_____

(1) List each deliverable item of supply and item of technical data.

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- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

3	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	01-NOV-1995
	DFARS		

- (a) Definitions. As used in this clause--
- (1) 'Components' means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) 'Department of Defense' (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) 'Foreign flag vessel' means any vessel that is not a U.S.-flag vessel.
- (4) 'Ocean transportation' means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) 'Subcontractor' means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) 'Supplies' means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) 'Supplies' include (but is not limited to) public works; buildings and facilities; ships; floating equipment; and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) 'U.S.-flag vessel' means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment

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Name of Offeror or Contractor:

in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

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Name of Offeror or Contractor:

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item	Contract	Description	Line Item	Quantity	Total
(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.					

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(HA7502)

4	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	01-NOV-1995
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(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

(HA7503)

5	52.247-4545 ACALA	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	01-MAY-1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

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Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
1	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	01-JAN-1997
2	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	01-JUN-1997
3	52.203-3	GRATUITIES	01-APR-1984
4	52.203-5	COVENANT AGAINST CONTINGENT FEES	01-APR-1984
5	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	01-JAN-1997
6	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	01-JUN-1996
7	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	01-SEP-1990
8	52.211-5	MATERIAL REQUIREMENTS	01-OCT-1997
9	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	01-OCT-1997
10	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	01-OCT-1997
11	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	01-OCT-1997
12	52.215-2	AUDIT AND RECORDS - NEGOTIATION	01-AUG-1996
13	52.222-26	EQUAL OPPORTUNITY	01-APR-1984
14	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	01-APR-1998
15	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	01-APR-1984
16	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	01-APR-1998
17	52.223-2	CLEAN AIR AND WATER	01-APR-1984
18	52.225-10	DUTY-FREE ENTRY	01-APR-1984
19	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	01-MAY-1992
20	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	01-AUG-1996
21	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	01-JAN-1991
22	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	01-APR-1984
23	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	01-JAN-1991
24	52.232-1	PAYMENTS	01-APR-1984
25	52.232-11	EXTRAS	01-APR-1984
26	52.232-17	INTEREST	01-JUN-1996
27	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	01-APR-1984
28	52.232-25	PROMPT PAYMENT	01-JUN-1997
29	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	01-AUG-1996
30	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS - ALTERNATE I	01-APR-1984
31	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	01-MAY-1997
32	52.233-3	PROTEST AFTER AWARD	01-OCT-1995
33	52.242-13	BANKRUPTCY	01-JUL-1995
34	52.243-1	CHANGES - FIXED PRICE	01-AUG-1987
35	52.244-5	COMPETITION IN SUBCONTRACTING	01-DEC-1996
36	52.245-18	SPECIAL TEST EQUIPMENT	01-FEB-1993
37	52.246-23	LIMITATION OF LIABILITY	01-FEB-1997
38	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	01-JAN-1997
39	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	01-SEP-1996
40	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	01-APR-1984
41	52.253-1	COMPUTER GENERATED FORMS	01-JAN-1991
42	252.203-7001 DFARS	SPECIAL PROHIBITION ON EMPLOYMENT	01-JUN-1997
43	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	01-APR-1992
44	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	01-DEC-1991

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	DFARS		
45	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	01-NOV-1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
46	252.215-7000	PRICING ADJUSTMENTS	01-DEC-1991
	DFARS		
47	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	01-JAN-1994
	DFARS		
48	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	01-DEC-1991
	DFARS		
49	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES	01-JAN-1997
	DFARS		
50	252.225-7010	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	01-JAN-1997
	DFARS		
51	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	01-SEP-1997
	DFARS		
52	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	01-FEB-1997
	DFARS		
53	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	01-NOV-1995
	DFARS		
54	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	01-JUN-1992
	DFARS		
55	252.225-7041	CORRESPONDENCE IN ENGLISH	01-JUN-1997
	DFARS		
56	252.225-7042	AUTHORIZATION TO PERFORM	01-JUN-1997
	DFARS		
57	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	01-DEC-1991
	DFARS		
58	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	01-AUG-1992
	DFARS		
59	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	01-JUN-1997
	DFARS		
60	252.233-7001	CHOICE OF LAWS (OVERSEAS)	01-JUN-1997
	DFARS		
61	252.242-7000	POSTAWARD CONFERENCE	01-DEC-1991
	DFARS		
62	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	01-DEC-1991
	DFARS		
63	252.243-7002	CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT	01-JUL-1997
	DFARS		
64	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	01-FEB-1997
	DFARS		
65	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	01-DEC-1991
	DFARS		
66	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	01-MAR-1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001AA THRU 0011AA by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001AA THUR 0011AA shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 90 DAYS PRIOR TO COMPLETION OF CONTRACT by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

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g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option (F.O.B. Origin)	\$_____ CLIN 0001AA
	\$_____ CLIN 0002AA
	\$_____ CLIN 0003AA
	\$_____ CLIN 0004AA
	\$_____ CLIN 0005AA
	\$_____ CLIN 0006AA
	\$_____ CLIN 0007AA
	\$_____ CLIN 0008AA
	\$_____ CLIN 0009AA
	\$_____ CLIN 0010AA
	\$_____ CLIN 0011AA
	\$_____ CLIN 0012AA
	\$_____ CLIN 0013AA
	\$_____ CLIN 0014AA
	\$_____ CLIN 0015AA
	\$_____ CLIN 0016AA
	\$_____ CLIN 0017AA
	\$_____ CLIN 0018AA
	\$_____ CLIN 0019AA
	\$_____ CLIN 0020AA
	\$_____ CLIN 0021AA
	\$_____ CLIN 0022AA
	\$_____ CLIN 0023AA
	\$_____ CLIN 0024AA
	\$_____ CLIN 0025AA

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

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52.202-1

DEFINITIONS

01-OCT-1995

(a) 'Head of the agency' (also called agency head') or 'Secretary' means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term 'authorized representative' means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. 'Minor' modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or

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local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

- (2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.
- (f) ''Contracting Officer'' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (g) Except as otherwise provided in this contract, the term ''subcontracts'' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

End of Clause
(IF7252)

68 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT 01-JUL-1995

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

End of Clause
(IF7210)

69 52.203-7 ANTI-KICKBACK PROCEDURES 01-JUL-1995

- (a) Definitions.
- ''Kickback,'' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract
- ''Person,'' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- ''Prime contract,'' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- ''Prime Contractor'' as used in this clause, means a person who has entered into a prime contract with the United States.
- ''Prime Contractor employee,'' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
- ''Subcontract,'' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- ''Subcontractor,'' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in

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connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

End of Clause

(IF7211)

70	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	01-AUG-1995
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(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement amd Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's

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interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

End of Clause

(IF7212)

71	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	01-OCT-1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

72	52.222-20 FAR	WALSH-HEALEY PUBLIC CONTRACTS ACT	01-DEC-1996
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(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

73	52.227-1	AUTHORIZATION AND CONSENT	01-JUL-1995
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(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

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(IF7220)

74 52.233-1 DISPUTES 01-OCT-1995

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613)

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim--

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using--

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision with 60 days of the request. For Contractor-certified claims or \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate,

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fixed by the Secretary of the Treasury as provided in the Act, which applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

(IF7249)

75	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	01-OCT-1995
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(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

76	52.248-1	VALUE ENGINEERING (DEVIATION)	01-MAR-1989
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(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-98-R-0040 MOD/AMD</p>	<p style="text-align: center;">Page 42 of 57</p>
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Name of Offeror or Contractor:

savings include savings on quantities funded after VECP acceptance.

'Collateral costs,' as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

'Collateral savings,' as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

'Contracting office' includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

'Contractor's development and implementation costs', as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

'Future unit cost reduction,' as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

'Government costs,' as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

'Instant contract,' as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

'Instant unit cost reduction' means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

'Negative instant contract savings' means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

'Net acquisition savings' means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

'Sharing base,' as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

'Sharing period,' as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) the end of a sharing period of 3-5 years, set at the discretion of the Contracting Officer after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted. The contracting officer's determination of the sharing period is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C.601-613.

'Unit,' as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

'Value engineering change proposal (VECP)' means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;

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(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP and the decision as to which of the sharing rates applies shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(figures in percent)

Name of Offeror or Contractor:

		Sharing Arrangement				
		Incentive (voluntary)		Program (requirement) (mandatory)		
Instant	Concurrent	Instant		Concurrent		I
		contract		and future		c
Contract	Contract Type	rate	contract	rate		c
Contract			rate	rate		
	Fixed-price (other than incentive)	***	***	25	25	
	Incentive (fixed-price or cost)	*	***	*	25	
	Cost-reimbursement (other than incentive)**		****	***	15	1

5

* Same sharing arrangement as the contract's profit or fee adjustment formula.

** Includes cost-plus-award-fee contracts.

*** A rate between 50 and 75 percent set by the Contracting Officer for each VECP. This decision is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

**** A rate abetween 25 and 50 percent set by the Contracting Officer for each VECP. This decision is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-603.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall, be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determiningnetacquisitionsavings realized from concurrent or future contract savings;and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

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(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings. (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the instant contract amount shall be increased, as specified in subparagraph (h)(5) above, by between 20 and 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

'These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.'

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms 'unlimited rights' and 'limited rights' are defined in Part 27 of the Federal Acquisition Regulation.)

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(End of clause)

(IF7889)

77 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES 01-APR-1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

78 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS 01-AUG-1997
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and Military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation.

- (c) An offeror proposing to use an SPI process shall--
- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted, and the specific paragraph or other location in the solicitation where the military or Federal specification or standard is required;
 - (2) Provide a copy of the Department of Defense acceptance of the SPI process;
 - (3) Identify each facility at which the offeror propoesses to use the specific SPI process; and
 - (4) Unless provided in response to paragraph (c)(2) of this clause, provide the name and telephone number of the cognizant Administrative Contracting Officer for each facility where the SPI process is proposed for use.

(d) Absent a determination at the head of the contracting activity or program executive officer level that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item and Subline Item Number and Requirement Citation: _____

Cognizant Administrative
Contracting Officer: _____

(End of clause)

(IA7008)

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79	252.243-7000	ENGINEERING CHANGE PROPOSALS	01-JUL-1997
	DFARS		

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a ''not to exceed'' price, or a ''not less than'' price, and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the ''not to exceed'' or ''not less than'' amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A completed SF 1411, Contract Pricing Proposal Cover Sheet, (Cost or Pricing Data Required), and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7010)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	LETTER, TACOM -ACALA	20-NOV-97	003	
Attachment 002	DOCUMENT SUMMARY LIST		003	
Attachment 003	GUIDANCE ON DOCUMENTATION OF CONTRACT DATA REQUIREMENT LIST (CDRL)		002	
Attachment 004	LIST OF ADDRESSEES		001	
Attachment 005	ADDRESS CODE DISTRIBUTION FOR ECPS/RFDS/RFWS/VECPs		001	
Attachment 006	IOC FORM 715-3		002	
Attachment 007	DISCLOSURE OF LOBBYING ACTIVITIES, SFLL		003	
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) AND INSTRUCTIONS	09-JUN-97	004	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	01-APR-1991
2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	01-APR-1998
3	52.222-21	CERTIFICATION OF NONSEGREGATED FACILITIES	01-APR-1984
4	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	01-MAR-1998
5	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	01-APR-1985

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

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6	52.204-3	TAXPAYER IDENTIFICATION	01-JUN-1997
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(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status", as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the IRS to be used by the contractor in reporting income tax and other returns.

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- () TIN: _____
- () TIN has been applied for.
- () TIN is not required because

() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal, state, or local government;

() Other. State basis. _____

(d) Corporate Status.

- () Corporation providing medical and health care services or engaged in the billing and collecting of payments for such services;
- () Other corporate entity;
- () Not a corporate entity;
- () Sole proprietorship
- () Partnership
- () Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- () Name and TIN of common parent:

Name: _____

TIN: _____

(KF7043)

7	52.207-4	ECONOMIC PURCHASE QUANTITY - SUPPLIES	01-AUG-1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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Name of Offeror or Contractor:

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(KF7003)

8	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	01-MAR-1996
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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

- (i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()
presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()
have not (),
within a 3-year period preceding thisoffer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ()
are not ()
presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivison (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ()
has not (),
within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) ofthis provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination

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of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(KF7033)

9 52.215-4 TYPE OF BUSINESS ORGANIZATION 01-OCT-1997

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as,
☐ an individual,
☐ a partnership,
☐ a nonprofit organization,
☐ a joint venture, or
☐ a corporation incorporated under the laws of the State of_____.

(b) If the offeror or respondent is a foreign entity, it operates as
☐ an individual,
☐ a partnership,
☐ a nonprofit organization,
☐ a joint venture, or
☐ a corporation, registered for business in (country)_____.

(End of Provision)

(KF7022)

10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS 01-APR-1984

The offeror represents that -

?(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(KF7019)

11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE 01-APR-1984

The offeror represents that (a) it
☐ has developed and has on file,
☐ has not developed and does not have on file,
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it

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() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(KF7020)

12	52.223-1	CLEAN AIR AND WATER CERTIFICATION	01-APR-1984
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The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is (), is not () listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(KF7021)

13	252.209-7003 DFARS	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS	01-MAR-1998
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By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).
(End of provision)

KA7513

14	252.225-7000 DFARS	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	01-DEC-1991
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(a) Definitions.

'Domestic end product,' 'qualifying country,' 'qualifying country end product,' and 'nonqualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this sollicitaion.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonnqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
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(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)

(KA7702)

15252.247-7022REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEADFARS01-DEC-1991

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term ''supplies'' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS)	01-JUN-1997
2	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	01-APR-1991
3	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	01-OCT-1997
4	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	01-DEC-1991
5	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	01-SEP-1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

6	52.216-1	TYPE OF CONTRACT	01-APR-1984
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The Government contemplates award of a FIRM FIXED PRICE FOR SUPPLIES AND A TIME AND MATERIAL CONTRACT FOR REPAIRS RESULTING FROM THIS SOLICITATION.

LF6008)

7	15.804-4 FAR	REQUIREMENT FOR CERTIFICATION OF CURRENT COST OR PRICING DATA	
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(a) Upon completion of negotiation of the offeror's proposal and agreement on the contract price, a Certificate of Current Cost or Pricing Data per FAR 15.804-4 shall be submitted by the offeror if required by FAR 15.804-2. If exemption from cost or pricing data requirements is claimed for a reason set forth in FAR 15.804-3, SF Form 1412 is required to be submitted with the offeror's proposal.

(b) In addition, any offeror who is required to submit and certify cost or pricing data in accordance with FAR 15.804-2(a) shall submit with his own submission, or procure the submission of, accurate, current and complete cost or pricing data, on the appropriate form prescribed by FAR 52.215-2, from his prospective subcontractor in support of each subcontract cost estimate included in the offeror's submission whenever subcontractor data are required in accordance with FAR 15.804-2 . Prospective subcontractor cost or pricing data when required shall be accurate, complete and current as of the same date specified in the offeror's Certificate of Current Cost or Pricing Data.

(LF7010)

8	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	01-APR-1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)
(LF7015)

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SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.217-4	EVALUATION OF OPTION EXERCISED AT TIME OF CONTRACT AWARD	01-JUN-1988
2	252.225-7003 DFARS	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	01-DEC-1991

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____.

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(d) Offers will be evaluated on a duty included basis except to the extent that--

(1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or

(2) The duty-free price is specified for use in the evaluation procedure.

(End of provision)

(MA7700)